

REMARKS

Applicant respectfully requests reconsideration. By this amendment, Applicant is canceling claim 19 without prejudice or disclaimer. Claims 16, 21 and 25 have been amended. No new matter has been added.

Claim 16, 19-22 and 24-25 were rejected as being anticipated by Andersen. The PCT counterpart of Andersen, WO 87/00442, is described in the Background to the Invention section of the present application (see Col. 1, line 62 – Col. 2, line 13). Andersen is directed to a compliant balloon catheter; that is, the balloon in Andersen will stretch significantly in response to introduction into the balloon of an inflation fluid. Andersen discloses, for example, at Col. 5, lines 41+, that the balloon has an unexpanded diameter of 1.33 mm and an expanded diameter that ranges from 2.5mm or less up to 10mm or more. Fig. 3a of Andersen shows the balloon section (I) of the catheter in an unexpanded state, while Fig. 3b illustrates the balloon section (I) in an expanded state. It is clear from the noted description and Figures of Andersen, that the diameter of the balloon in the inflated state is significantly larger than the diameter of the balloon deflated. In contrast, as recited in amended claims 16 and 25, and claims 19-22 and 25 by virtue of their dependency from claim 16, the radial diameter of the intermediate portion of the balloon in the deflated state corresponds substantially to the radial diameter of the balloon at the maximum radially expanded state. Accordingly, the rejection of claims 16, 19-22 and 24-25, as anticipated by Andersen, should be withdrawn.

Claims 16, 18-22, and 24-25 were rejected as being anticipated by Beckham. The Examiner has contended that the reinforcing fibers in the balloon of Beckham are in the form of a braid. Applicants disagree. Beckham discloses sequentially applying different layers of fibers onto a balloon, where the fibers within layers and as between layers are not braided together nor otherwise interengaged. Beckham discloses first applying longitudinally extending fibers in a “primary wind” (see Fig. 2), and after the first layer has been deposited , applying circumferentially extending fibers in a “hoop wind” (see Fig. 3). There is no disclosure that the fibers in the first layer (primary wind) or in the second layer (hoop wind) are braided. Further, there is no disclosure nor suggestion of interengaging the fibers in the first and second layers, let alone braiding them together. To the contrary, as revealed at Col. 2, lines 48-58, the first layer of

fibers are essentially equally spaced from each other in the longitudinal direction. The second layer of fibers are wound over the first layer, with adjacent fiber wrappings being substantially equally spaced, and no suggestion that the first and second layers are interengaged. The Examiner appears to point to Fig. 4 as disclosing a braided fiber arrangement. The only characterization of Fig. 4 appears in the Description of the Drawings, where it is said that the balloon has three fiber layers. It would appear that Fig. 4 is intended to show that the balloon may include more than the two layers disclosed in connection with Figs. 2-3. It is submitted that one of skill in the art would consider the description of Fig. 4 in the context of the overall teaching of the reference; specifically, the description and illustration in Figs. 2-3, that each fiber layer is laid independently of the other, and that the fibers within a layer are not braided together nor are fibers in adjacent layers braided together. That being the case, one of skill in the art would understand Fig. 4 to disclose a third layer of fibers wound about the second layer of fibers, where adjacent fiber winds in the third layer are spaced from each other (and not braided together), and where the fiber winds in the third layer are not braided to the fiber winds in the second layer. It would appear from the illustration in Fig. 4 that the fiber wrapping of the third layer is in a direction opposite to the fiber wrapping in the second layer. The three fiber layers as illustrated in Fig. 4 may have confused the Examiner into thinking that the fibers in Fig. 4 of Beckham are braided. However, a careful reading of Beckham indicates that no fiber braiding is disclosed. Accordingly, withdrawal of the rejection of claims 16, 18-22 and 24-25 as anticipated by Beckham is requested.

Claim 23 was rejected as being obvious over Andersen or Beckham. As explained above, neither Andersen nor Beckham disclose the features of claim 16 from which claim 23 depends. Consequently, the rejection of claim 23 should be withdrawn.

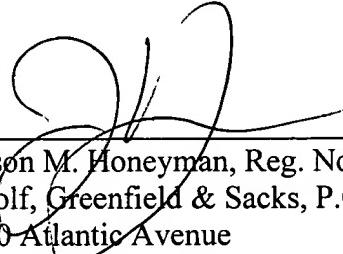
CONCLUSION

A Notice of Allowance is respectfully requested. The Examiner is requested to call the undersigned at the telephone number listed below if this communication does not place the case in condition for allowance.

If this response is not considered timely filed and if a request for an extension of time is otherwise absent, Applicant hereby requests any necessary extension of time. If there is a fee occasioned by this response, including an extension fee, that is not covered by an enclosed check, please charge any deficiency to Deposit Account No. 23/2825.

Respectfully submitted,

By:



Jason M. Honeyman, Reg. No. 31,624
Wolf, Greenfield & Sacks, P.C.
600 Atlantic Avenue
Boston, Massachusetts 02210-2206
Telephone: (617) 646-8000

Docket No.: R0620.70004US00

Date: March 16, 2006

xx03/19/06